

## BOB-TAILS OR FEWER CARS

What the Public Say About the Action of the Street-Railroad Company.

The Citizens of West Indianapolis and the Town Trustees Disagree on the Question of Granting a Long-Time Franchise.

## WHAT PATRONS ARE SAYING.

Declarations of the Street Railroad Officials the Subject of Considerable Discussion.

The declarations of Manager Steele, of the Citizens' Street-car Company, as published in an interview with him in yesterday's issue, caused some comment among citizens. The freedom with which he asserted the permanence of the bob-tail cars, apparently in the face of the orders of the Council and Aldermen, was discussed in the hotels, on the streets, and in no small degree by passengers on the cars. The predicament in which those who expect to patronize the company's lines this winter find themselves is no less perplexing than it is in direct opposition to the provisions of the franchise under which Indianapolis has any cars at all. It is to choose between bob-tails at frequent intervals or cars with conductors in less numbers. It is either a pay-your-fare-yourself or ride on a change of schedule time.

The defense of the company's authorities is a simple one. While they confess they are daily violating their contract in not compelling their conductors, or as many as they have, to call the names of all cross-streets, they are no less willing to assert that no city law can regulate their placing of conductors at all. In support of their position it is urged, with considerable truth, that the public, as a general rule, do not ride as much in winter as summer. And, as is improved, the company has done much in improving the city's street transportation. Lines have, in the past year, been extended in every direction, and work is now being carried on. But the general opinion among those who choose to ride is that there is more virtue in a contract kept than in a promise broken, even though the latter be made less apparent by other advantages.

"Up in our end of town," said a College-avenue resident yesterday, "we haven't any complaint to make of the improvements the company has made. That isn't the question right now. What we ask is that they live up to the contract they made a year ago, or a little over. I know that if the bob-tails are taken off of our line the cars will be run from seven to ten minutes apart, whereas they run every five minutes. But even that is taking an undue advantage of the public. It looks too much as if the company thinks it has a grip on the streets, and that they can do as they please, without consulting us."

A driver stated last night that orders had been issued for them to demand fares in all instances where passengers refused to pay their tickets in the boxes, and in case the demand was not complied with, to call to their assistance the driver of the first car met and eject the refractory passenger.

## A CONFLICT OF OPINION.

West Indianapolis Trustees Refuse to Grant a Fifty-Year Franchise and Citizens Rebel.

An excited crowd of the citizens of West Indianapolis presented themselves at the meeting of the Board of Trustees last night. They came ostensibly to protest against the action of two members of the board, who were wont upon passing a street-car ordinance, which they, the aforesaid citizens, considered inimical to the interests of the town. The ordinance, which is the fifth one that has come before the board, had not been amended since Wednesday night's meeting, where it had received its first reading.

It was by the votes of Trustees Shinn and Lawrence read a second and third time and passed. Trustee Griffin standing firm in his opposition to it. In order to test the feeling of the property-owners, he asked that those present be allowed to express their sentiments on the question. President Shinn agreed to this, and a number of speakers were called upon by a number of speakers who were bitter in their denunciation of the course taken by himself and Mr. Lawrence. They addressed themselves particularly to the president, and accused him of venting personal spite instead of looking to the interest of his constituents. They further alleged that they were growing tired of one-man power, and that next year they would elect trustees who would vote to give them a street-car line, from which they had now been shut out. The Citizens' company would not accept the terms offered in the ordinance just passed, and no other company was in a position to do anything for them. What they wanted was a line now, not two, or three, or twelve years hence. They had had enough of walking a mile to catch a car for the city. While they were in favor of a street-car line, they preferred a long franchise and an assured line to a short one, with no prospect of the company accepting it. The speakers were loudly cheered.

President Shinn made a hot reply to his first assailant, following the line of argument he was pursuing in the evening before, and reported in yesterday's Journal; but finding that his audience was heavily against him, he allowed the following speakers to exhaust their ammunition, after which the meeting adjourned.

As President Shaffer has stated positively that he will not accept so short a franchise as eleven or twelve years, the people of West Indianapolis will be without the communication for which they have been fighting so hard. Mr. Shinn and his followers, however, are trusting that the City Council which takes office in January will grant a right of way into the city to a local company which it is proposed to organize. His opponents claim that no such hope can be held out, and that even if another line should gain entrance to the city the laboring classes of West Indianapolis would be confronted with the necessity of paying double fares, which they cannot afford to do, and that, consequently, the additional line would not be of use to them.

## The First Accident.

The first accident owing to the use of bob-tail cars occurred yesterday afternoon, at the corner of Illinois and Walnut streets. Mrs. L. W. Fletcher, an elderly lady, signaled the driver of one of these cars to stop, and after due consideration on the part of the mules the box was finally brought to a standstill. Mrs. Fletcher endeavored to alight, but either from her dress catching in the door, or from the driver starting the car, she was thrown to the ground and rendered unconscious by the violence of her fall.

The driver of the car from which the lady fell never offered her the least assistance, but two gentlemen who saw the accident ran to her, and seeing the serious nature of her injuries, picked her up and ascertaining her name, carried her to 344 North Tennessee street. She was found to be seriously bruised and suffering from the shock.

## THE NEW VESTIBULE SERVICE.

A Delegation of Prominent Cincinnatians Brought to Indianapolis by the C. H. & D. One of the magnificent vestibule trains which the Pullman company has just built to run between Cincinnati and Chicago over the Cincinnati, Hamilton & Dayton and the Louisville, New Albany & Chicago roads, arrived in the city at 1:30 p. m. yesterday, bringing many of the more prominent and wealthy business men of Cincinnati, and a large representation of the railroad men connected with roads centering at that point. President Dexter and Vice-president Zimmerman, of the C. H. & D., and all the general officers of the road were aboard. The press was represented by L. O. Shaughnessy, of the Commercial-Gazette, Ed Shields, of the Enquirer, and Howard Saxby, of the Porcupine. Among the distinguished men were Caleb VanHorn, Col. Jerry Kincaid, Hon. J. W. Warrington, A. J. Mullare, Judge Harmon, city solicitor,

and Col. Phil Deitsch, chief of police. The train consisted of a baggage car, two dining-cars, two parlor-cars and four coaches, all vestibuled after Pullman's improved, perfected safety vestibule pattern. In speaking of this train, the master car-builder of the Pullman company says that it is so substantially built that two trains might collide moving at a speed of thirty miles an hour and he would guarantee that the coaches would not telescope. Coming up from Cincinnati the train did some fast running, covering at one point eleven miles in nine minutes, another place seven miles in five minutes and still another time in the last thirty days there has been a general revolution in the character of the passenger equipment coming in here, and the reform is largely due to the advance steps which the C. H. & D., in connection with the L. N. & C. road, took in the matter. As soon as it was learned that these lines were building passenger equipments at Pullman which would eclipse any trains ever turned out there, the Big Four, the Erie-line and the Pennsylvania all bristled up and put on new and elegant trains, and now the passenger equipment running over Indianapolis lines is not excelled, if equaled, on any roads in this country.

## MINOR CITY MATTERS.

## To-Day's Doings.

SCHOOL COMMISSIONERS' REGULAR MEETING—Library building, evening.  
OHIO ASSOCIATION—SWEDENBERGIAN CHURCH—Parlor, day and evening.  
GRAND OPERA-HOUSE—"A Midnight Bell," evening.  
PARK THEATRE—J. H. Wallack, in "Houston, the Hero of Texas," afternoon and evening.

BATTLE OF ATLANTA CYCLOGRAM—Market street, between Illinois and Tennessee streets, day and evening.

## Local News Notes.

There will be a Demorest medal contest, given under the auspices of the West-side W. C. T. U., this evening, at Blackford-street Church.

The County Commissioners yesterday received, for the county, the Matthews gravel quarry, near Johnson county line, and made it a free pike.

Articles of incorporation have been filed by the Electric Light, Gas-heating and Coke Company of Jeffersonville, capital stock, \$100,000, and by the Hartford City People's Gas Company, capital stock, \$50,000.

Building permits were procured yesterday by T. J. Yount, repairs, No. 453 Bellefontaine street, \$100; H. H. Igelman, addition, No. 52 Prospect street, \$100; H. C. Clifton, dwelling, No. 361 Indiana avenue, \$800.

The barn of Henry Bradymeyer, a farmer in Warren township, was burned to the ground yesterday. No stock was lost, but the contents of the barn, including a large conservatory has already begun. The work will be completed towards spring.

Marriage licenses were issued yesterday to Joseph C. Mills and Artie Belle, Douglass McLean and Havana Baxter, Samuel Arens and Laura Hardwick, Edward Butterworth and Lizzie Coffey, William Rinkens and Elizabeth Holder.

The will of John Braun was probated yesterday. His property is left to his wife, Mrs. Frederick Braun, who is appointed executrix of his estate. The will of John Hurdley was also probated yesterday. Her property is left to her daughter, Nettie Hurdley. John Welsh is appointed her executor.

## Personal and Society.

Mrs. W. T. Elliott, of Madison avenue, is visiting her daughter, Mrs. W. A. Van Frank, at Gallon, O.

Miss Fannie McCormack left yesterday for Chicago to visit Miss Lizzie Braden Caldwell for a few weeks.

Mr. and Mrs. Daniel Stewart arrived home yesterday from their European trip. Mr. Stewart much improved in health.

Mr. S. A. Haines, a commercial traveler, will speak on "A Faithful Saying," to traveling men and others, Sunday night, at 8 o'clock, in the Y. M. C. A. Hall.

Mr. and Mrs. Oran Perry and Mr. and Mrs. Horace Eddy have returned from a visit of several weeks in New York, Old Point Comfort and other places.

Mr. and Mrs. Thomas D. Kington, formerly of this city, are handsomely entertained Mr. John C. New and family, and their magnificent home just out of London.

The Hebrew Benevolent Society gave a unique entertainment last night at Menorah Hall, called a "Martha Washington party," and all the arrangements were tastefully carried out.

Mrs. Fountain gave a very pleasant luncheon yesterday, in honor of Mrs. C. B. Doe, of Denver, Col. The guests were a number of Mrs. Doe's old friends, who are always glad to welcome her return to this city.

Mrs. Bagg, of Chicago, will arrive early next week to take part in the entertainment at Mrs. D. L. Whittier's, and Mrs. Charlotte Nash Bushnell, who is her cousin, will return home with her the last of the week.

Mrs. Ray Williams, formerly of this city, who has been so very ill at her home in Denver, has so far recovered that she will come to Chicago to attend the marriage of her sister, Miss Mary Oleott, to Mr. Will Divine, which will take place the 23d.

Invitations have been issued for a parlor concert, to be given at the residence of Mrs. D. L. Whittier, on North Meridian street, Tuesday evening, Oct. 22d. Several artists from Chicago are to take part, and the whole entertainment is to be very recherche. The ladies are asked to come without bonnets.

## DAVIS-EDDY.

BLOOMINGTON, Ill., Oct. 17.—A matrimonial event of unusual interest in Bloomington society occurred this evening in the marriage of Mr. H. O. Davis and Miss Florence Eddy, two prominent young people of the city. There were four hundred invitations to the Universalist Church, where, at 8 o'clock, Rev. H. A. Westall, pastor of that congregation, performed the ceremony. This was followed by a reception at the home of the parents of the bride, to which 350 were invited. Mr. and Mrs. Davis departed to-night for New Orleans, to be away a month. The groom is the only son of Mr. W. O. Davis, proprietor of the Pantagraph, and the bride the charming daughter of Mr. A. S. Eddy, cashier of the Third National Bank of this city.

Special to the Indianapolis Journal.  
CRAWFORDSVILLE, Oct. 17.—This evening, at 8 o'clock, occurred the wedding of Chas. E. Gilbert and Miss Jossie Fullenwider. The officiating clergyman was Rev. G. W. Switzer, of the Methodist Church. The groom is a member of the tailoring firm of Gilbert & Co., and the bride is the daughter of Robert E. Fullenwider.

## ROWE-COOLEY.

Special to the Indianapolis Journal.  
ELKHART, Ind., Oct. 17.—A fashionable event here this evening was the wedding of Mr. J. Rowe and Miss Bertha Cooley, young society people, Rev. Stranahan, of the M. E. Church, officiating.

## W. R. C. Entertainment.

The Women's Relief Corps of George H. Thomas Post, G. A. R., will give an entertainment on the evening of the 25th inst., and a matinee on the 26th, at Plymouth Church. The "Rag Baby Drill," which had a four weeks' run in Washington, will be given; Professor Newland will present a medley of national airs; Miss Maxim will sing a single solo, with accompaniment by a young singer from the Soldiers' Orphan-Home at Knightstown; Miss Anna Walker will sing; there will be a scene or two from the opera, and other attractions. All those who take part in the entertainment have volunteered their services, and the entire proceeds will go to the charitable purposes for which they are designed.

AYER'S Sarsaparilla is the quickest cure for all blood diseases. Its effects are always beneficial.

## BEFORE THE COURTS.

Unseemly Quarrel Over Possession of a Corpse—A Scene Between Bernhamer and Walls.

A peculiar case was brought to light in Squire Judkins' court, last Wednesday. A week ago Barbara Streicher, sixty-nine years of age, was taken ill at the home of her son, Jacob Streicher, on Fort Wayne avenue. Owing to the latter's sickness she was taken to the home of her brother, Henry Hersch, on Twenty-second street, where she died last Wednesday. After it was decided to replace the corpse in the place where Mrs. Streicher died, the son expressed a desire to have them at his residence. Some little dispute followed, and it was decided to replace the corpse in the place where Mrs. Streicher died. Squire Judkins refused to give a decision on the matter, and outside attorneys were consulted. It was ascertained that, while the corpse could not be replevined, the coffin could be, and the necessary steps to that end were taken. The plan that was adopted was to go to the house yesterday morning and under an order for the coffin, remove the body with it. Admission was refused the parties, however, and the funeral will be held to-day from the house of Mr. Hersch.

Notes of Litigation.  
Henry Kokemiller, a well-known character, was before a jury in the Criminal Court, yesterday, charged with having attempted to shoot John Knurr some months ago.

Charles E. Coffin, receiver for the Deeds Metallic Packing Company, brought suit yesterday against Isaac C. Walker for \$10,000 indebtedness. The company was, at the time of Coffin's appointment, insolvent, and there was a large amount of money due it from stockholders. Their refusal to pay led up to the litigation in question.

The county grand jury made its final report yesterday and was dismissed for the term. They examined 236 witnesses and returned sixty-four indictments. There are now twenty prisoners in the county jail, and 229 inmates at the house of correction. The following persons were indicted yesterday: Lena F. O'Donnell, George Rosenthal, petit larceny; James Walker, grand larceny; Cousin, murder; Edward McMan, James James, daily burglary; Thomas McMahan, embezzlement; Warren Larue, Edward Messian, James Shaw, James Shaw, assault and battery; Michael Bohler and Tony Murphy, assault with intent to commit robbery.

Shortly after the replevin case of Mrs. W. F. A. Bernhamer against William Walls, the hero of Texas, was heard in Judge Judkins' court, yesterday, a rather active discussion took place between the defendant and the plaintiff's husband. During the argument by Mr. Bernhamer against the replevin, Walls, assuming in the meantime attitudes that threatened a personal assault. Several complimentary insinuations of false statements were put to the witness, until he put a stop to the entire scene by threatening to send both parties to jail, and ordering them to subside. They subsided.

## The Court Record.

SUPREME COURT OPINIONS.

1889. L. N. & C. Ry. Co. vs. Joseph Gibson, Hamilton C. C. Ry. Co. vs. J. J. J.—The ruling of the court in overruling a motion to require the jury to be sent back and consider further of their verdict, and overruling objections to the admission of the jury, if erroneous, constitute error of law occurring at the trial, and to present any question as to such ruling the ruling must be assigned as error in the opinion of a new trial. 2. The special verdict shows the following facts: Plaintiff's cow, without fault, broke through his pasture fence in the night, and ran across a safe one, and plaintiff made diligent search, but was unable, by reason of the darkness of the night, to find her. During the same night she entered upon the defendant's track where it crosses a public highway, and while on the crossing, again, running at a high rate of speed, passed without seeing or touching the defendant's cow, and the cow was killed. There is no fact found that the employee knew of the cow being on the crossing, and it does not appear that the employee was negligent in the fast rate of speed. The fast rate of speed of itself constituted no negligence. The statute provides that the liability is not to be assigned as error in the opinion of a new trial. 3. The special verdict shows the following facts: Plaintiff's cow, without fault, broke through his pasture fence in the night, and ran across a safe one, and plaintiff made diligent search, but was unable, by reason of the darkness of the night, to find her. During the same night she entered upon the defendant's track where it crosses a public highway, and while on the crossing, again, running at a high rate of speed, passed without seeing or touching the defendant's cow, and the cow was killed. There is no fact found that the employee knew of the cow being on the crossing, and it does not appear that the employee was negligent in the fast rate of speed. The fast rate of speed of itself constituted no negligence. The statute provides that the liability is not to be assigned as error in the opinion of a new trial. 4. A witness who knows that the machinery is of a peculiar grade and quality, and who is employed by the manufacturer, is not bound to testify that the machinery is of a peculiar grade and quality, unless he is asked to do so. But an implied warranty does not affirm that the machinery is of a peculiar grade and quality. 5. A witness who knows that the machinery is of a peculiar grade and quality, and who is employed by the manufacturer, is not bound to testify that the machinery is of a peculiar grade and quality, unless he is asked to do so. But an implied warranty does not affirm that the machinery is of a peculiar grade and quality. 6. 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